Judge Marc L. Barreca

UNITED STATES BANKRUPTCY COURT FOR
THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE

IN RE: ADAM R. GROSSMAN, Debtor.	CHAPTER 7 CASE NO. 10-19817 STIPULATION AND AGREED ORDER REGARDING TRUSTEE'S OBJECTION TO CLAIM NO. 17-1 OF JILL BORODIN

I. STIPULATION

Ronald G. Brown, the trustee in the above entitled case (hereinafter, the "Trustee"), and Jill Borodin (hereinafter, the "Claimant"), through their respective undersigned attorneys, and hereby stipulate as follows:

1. Claimant filed a proof of claim dated February 14, 2012 for $52,340.02 as a priority unsecured claim for a domestic support obligation pursuant to 11 U.S.C. §507(a)(1)(A) or (a)(1)(B) which was designated as Claim No. 17-1 in the Claims Register established by the Clerk of the Court and hereinafter called, "Claim No. 17-1". As part of Claim 17-1 (see footnote 1 on page 2), Claimant

KRIEGMAN LAW OFFICE, PLLC
600 University Street, Suite 2100
Seattle, WA 98101
(206) 903-0344

alleged that she had 100% ownership interest in the real property located at 868 Montcrest Drive, Redding, California (the, "Montcrest Property").

2. The Trustee filed the Trustee's Objection to Claim 17-1 of Jill Borodin, Motion, Notice of Hearing and Proof Service for disallowance of Claim 17-1 on July 12, 2013 (ECF Docket No. 509, hereinafter called, the "Trustee's Objection"). In the Trustee's Objection, the Trustee alleged, among other things, that Claim 17-1 was not based upon a domestic support obligation and not qualified for priority status under §§507(a)(1)(A) or 507(b)(1)(B).

3. Subsequent to the filing of the Trustee's Objection, the Claimant through her undersigned attorney advised the Trustee's undersigned attorney that Claimant denied all of the allegations in the Trustee's Objection and averred that Claim 17-1 was allowable in full pursuant to §507(a)(1)(A) since, among other things, the amounts claimed therein were for alleged enforcement of child support awarded to the Claimant in State dissolution proceedings between her and the Debtor and thus, Claimant alleged, constitutes a domestic support obligation as defined under §101(14A) of the Bankruptcy Code.

4. The parties engaged in discussions regarding the Trustee's Objection and reached an understanding regarding the full and final resolution of the Trustee's Objection and the disposition of Claim No. 17-1, the terms and conditions of which are as follows:

a. Claim No. 17-1 shall be allowed for $20,000.00 as a priority unsecured claim pursuant to §507(a)(1)(A) for domestic support obligation. Claimant shall not be allowed any other claim of any kind against the bankruptcy estate in the above-entitled case (hereinafter, the "Estate").

b. Claimant withdraws, for all purposes in the above-entitled bankruptcy case and any and all proceedings therein, her assertion in Claim No. 17-1 that she has 100% ownership of the Montcrest Property. Claimant shall not oppose entry of any order confirming that the Montcrest Property is property of the Estate which the Trustee can fully liquidate for payment of costs of administration,

KRIEGMAN LAW OFFICE, PLLC
600 University Street, Suite 2100
Seattle, WA 98101
(206) 903-0344

Claim No. 17-1 to the extent allowed hereunder, and allowed claims characterized as marital community obligations under either the Amended Order Allowing/Disallowing Claims and Granting Related Relief entered on August 29, 2013 [ECF Docket No. 533] or any further orders which the Court may enter allowing claims. Claimant shall fully cooperate with the sale of the Montcrest Property including executing any further documents or instruments the Trustee may request.

c. The allowance of Claim 17-1 as set forth in Subparagraph 4a hereof shall only constitute satisfaction of the Estate's obligation in relation to Claim No. 17-1 and shall in no way affect or prejudice Claimant's right to pursue any sum included as part of Claim No. 17-1 which may remain unpaid after final distribution of the Estate and any other and further sum Claimant may allege from the Debtor (the Court having previously entered an order denying the Debtor's discharge)

5. Therefore, the parties stipulate as set forth above herein and request that the Court enter the subjoined agreed order.

STIPULATED this 10th day of September, 2013

KRIEGMAN LAW OFFICE, PLLC	TRACY LAW GROUP, PLLC
/s/ Bruce P. Kriegman	/s/ Steven J. Reilly (per e-mail authorization)
Bruce P. Kriegman, WSBA #14228 Attorney for Trustee	Steven J. Reilly, WSBA #44306 Attorney for Jill Borodin

II. AGREED ORDER

THIS MATTER CAME before the Court upon the above stipulation (hereinafter called, the "Stipulation"). The Court considered the Claim No. 17-1 of Jill Borodin, the Trustee's Objection, the declaration of the Trustee's attorney of no objection and agreed disposition regarding Trustee's objection to claim, the Stipulation and the pleadings and records in the above entitled case. The Court finds that the Stipulation is fair and reasonable and should be approved, that this order should be entered

KRIEGMAN LAW OFFICE, PLLC
600 University Street, Suite 2100
Seattle, WA 98101
(206) 903-0344

to implement the terms and conditions contained in the Stipulation and to grant in full the relief stipulated therein. NOW, THEREFORE,

IT IS HEREBY ORDERED as follows:

1. The Stipulation (incorporated in full by reference in this order) is approved.

2. The terms and conditions contained in the Stipulation are deemed the relief requested by said Stipulation and all such relief is hereby granted in all respects.

///END OF ORDER///

Presented by:

KRIEGMAN LAW OFFICE, PLLC

/s Bruce P. Kriegman
____
Bruce P. Kriegman, WSBA #14228
Trustee's Attorney

Approved; Notice of Presentation Waived:

TRACY LAW GROUP, PLLC

/s/ Steven J. Reilly (per e-mail authorization)
____
Steven J. Reilly, WSBA #44306
Attorney for Jill Borodin

KRIEGMAN LAW OFFICE, PLLC
600 University Street, Suite 2100
Seattle, WA 98101
(206) 903-0344